



REQUEST FOR PROPOSAL

Design-Build Services for Police Athletic League Training Facility

RFP No. 34-12-13

Estimated Budgeted Amount: \$900,000.00

PRE-SOLICITATION CONFERENCE

TUESDAY, SEPTEMBER 3, 2013 AT 10:00 A.M. (MANDATORY)

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

TUESDAY, SEPTEMBER 17, 2013 AT 12:00PM

RESPONSE SUBMISSION DATE AND TIME

TUESDAY, OCTOBER 1, 2013 AT 3:00 PM (LOCAL TIME)

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this IFB Document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document **No. 34-12-13**

Contact Person: Patrick Dulcio, Purchasing Agent
Email: pdulcio@northmiamifl.gov | Phone: (305) 895-9886 | Fax: (305) 895-1015



The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting **Request for Proposals ("RFP" or "Solicitation")** from qualified and experienced Design-Build Firms ("Firms") to provide comprehensive design-build services for the Police Athletic League of North Miami ("PAL") Training Facility ("Facility"), located on NE 8th Avenue and NE 135th Street.

Please submit one (1) original bound Proposal, five (5) complete copies of the original Proposal and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section, where shortly after a public opening will take place in the Council Chambers at which time accepted Proposals will be opened and read. Proposals received after said date and time will not be considered and no time extensions will be permitted. Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Proposals:

**Design-Build Services for
Police Athletic League Training Facility
RFP No. 34-12-13**

The City's tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	Tues August 19, 2013	
Mandatory Pre-Solicitation Conference:	Tues September 03, 2013	10:00am
Last Date for Receipt of Written Questions:	Tues September 17, 2013	12:00pm
Opening of Solicitation:	Tues October 01, 2013	3:00pm
Evaluation of Responses:	To Be Determined	
City Council Contract Approval Date:	To Be Determined	

A 100% Performance Bond and a 5% Bid Bond is a requirement of this Solicitation

The City reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.

Copies of this Solicitation may be obtained by contacting DemandStar via Oniva at www.demandstar.com or calling toll free 1-800-711-1712 or may be purchased for a non-refundable fee of \$25.00 from the Purchasing Department.

PRE-SOLICITATION CONFERENCE (MANDATORY)

A mandatory Pre-Solicitation conference will be held on the date and time specified in the Solicitation Timetable section at North Miami City Hall 776 N.E. 125th Street North Miami, FL 33161; City Council Chambers to discuss the special conditions and specifications included within this Solicitation. Firms are requested to bring this Solicitation document to the conference, as additional copies will not be available.

ACCEPTANCE AND REJECTIONS

The City reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City.

Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with the City as completely specified in General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,

Patrick Dulcio

Patrick Dulcio,
Purchasing Agent

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All of our contract forms are fill-in able and can be found on our website at:
<http://www.northmiamifl.gov/business/purchasing/forms.asp>.

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SECTION 1.0

SCOPE OF SERVICES

1.1 INTRODUCTION

The City of North Miami ("City") has issued this Request for Proposal ("RFP" or "Solicitation") to solicit competitive bids and Proposals from one single administrative entity ("Firm" or "Proposer" or "Design-Builder") responsible for design and construction, under one Contract to design and build a PAL Facility ("Project"), where architectural, engineering and construction services are required. Design-Builder shall design, engineer, procure, construct, deliver, erect, commission, start-up, and test the complete Project consisting of all of the necessary labor, materials, machinery, supplies, furnishings, facilities, tools, services, equipment, structures including those things reasonably inferable from the Contract Documents and necessary to develop the Facility. The Design-Builder shall provide all labor and supervisory personnel required in connection therewith. The Design-Builder shall at its expense, obtain any and all required permits, inspections, and testing as well as pay any fees required for this Project.

It is anticipated that one (1) Firm will be awarded a Design-Build Agreement to provide the necessary services within a period of eighteen (18) months where the duration of the construction portion of this Project is anticipated to be twelve (12) months. Construction documents must be approved by requisite agencies prior to commencement of the construction phase. Only signed and sealed plans which are stamped "Released for Construction" and approved by requisite agencies and the City are valid and all Work that the Design-Builder performs in advance of that such release of plans will be at the Design-Builder's risk. The City reserves the right to make changes or alterations to the schedule as the City determines is in the best interests of the public. Firms will be notified sufficiently in advance of any changes or alterations. Unless otherwise notified in writing by the City, the term for completing the Project shall constitute an absolute deadline.

1.2 BACKGROUND

The Police Athletic League of North Miami ("PAL") is a non-profit organization committed to developing the partnership between parents, schools and the police to cultivate "Productive Active Leaders" amongst our community's youth. PAL provides mentorship, leadership and scholarships for sports programs. The vision for the proposed PAL Training Facility is to be a catalyst that will help raise the bar of the current community development programs driven by PAL. It will also empower, engage and energize fitness programs with youth in addition to the residents and visitors of the entire City of North Miami and the surrounding areas.

1.3 SCOPE OF WORK

To secure a highly qualified Design-Build Firm/Team to provide all the labor, materials, supplies, furnishings, services, shop drawings review, equipment, expertise and supervision to develop plans and specifications and construct a PAL Training Facility. The Project may be done in phases. Therefore, if the Project cannot be built in its entirety in the first phase then the Project should be designed with the ability to be completed in two phases, with the first phase having all of the amenities and most essential necessities needed to run the facility; and with the second phase having the ability to be built out in the future. The Design-Builder shall, at its expense, obtain any and all required permits, inspections, and testing as well as pay any fees required for the development of the Facility, to be located at NE 8 AVE and NE 135 ST, North Miami.

The goal of this Project is to provide two (2) professional boxing rings with seating for a minimum of 250 guests for tournaments, a fitness gym, a minimum of four (4) staff offices, four (4) study rooms, and an activity room. Providing a variety of amenities to promote exercise, entertainment and fitness through indoor and outdoor activities, which will enrich the experience for the members and visitors with varied levels of influences. Additional goals will include heightened sense of security, a functional layout and a strong relationship with the natural environment and the adjacent Cagni park space.

The Scope of Work for the design and construction of this Project consists of the following components:

1.3.1 PRIMARY SPACES

Primary spaces are for the use of the members, staff and visitors and include: boxing / multi-purpose rooms, lobby, computer lab, lounge, activity room and study rooms. Exterior courtyard and patios will also be used as spaces for leisurely activities and will include access to our concession counter, which will open to a patio.

1.3.2 ANCILLARY SPACES

The ancillary (support) spaces are restricted in use and usually accessed by the building's personnel only. These ancillary spaces include the administration area, storage, warming kitchen, janitor's closet, mechanical rooms, electrical rooms and other back-of-house spaces.

1.3.3 CIRCULATION

The circulation within the facility is a major design consideration. The circulation should be designed with the user in mind, creating efficient and clear directional paths for visitors. Due to the nature and content of the proposed facility, the public spaces must have an elevated degree of control and security. Spaces such as the main entrances and corridors will require supervision to maintain visual contact with members, kids and guests.

1.3.4 FINISHES

Interior wall and floor finishes shall be comprised of commercial grade finishes for maximum durability and slip resistance. Interior partitions should be constructed of strong, lasting materials such as concrete masonry or Durock drywall along with sound insulation to achieve the maximum sound separation between major spaces. Corridors, activity rooms and fitness rooms shall be provided with durable resilient floor materials. To reduce sound travel, sound deadening materials / baffles shall be provided for optimum spacial experience. The administration offices, lounge, study rooms and classrooms should receive softer and more absorptive materials such as carpet to help decrease noise and sound transmission.

1.3.5 NATURAL AND ARTIFICIAL LIGHTING

The lighting design for the facility should be a mixture of light sources to provide light for all activities. For example, task lighting should be provided for reading and other specific activities. Natural light should be utilized as much as possible to encourage energy efficiency and enrich the special experience in throughout the facility.

1.3.6 ARCHITECTURAL CONTEXT & ENVIRONMENT

The surrounding environment will play a major role in the design of the new facility. A close relationship between the building, school, community and the natural environment will be provided with a courtyard and garden areas and storefront for visual connection.

1.3.7 ZONING ANALYSIS

The site is confined to the N.W. corner of NW 135 ST and NE 8 AVE, with an approximate total buildable area of +/- 8,000 SF on the main floor. The property falls within the following Zoning districts

PU: Public Use
Arts and Design Overlay District
Neighborhood Overlay District

1.4 OVERALL DESIGN CRITERIA

The facility should be designed to meet both current and future needs of the PAL program. It should be designed with growth in mind, as well as economy, technology, environmental responsibility, and the neighboring school and park facilities. The ideal facility would have a double-height boxing room as the main feature of the building, surrounded by the supporting spaces. The more private spaces such as offices, study rooms and computer lab would be well placed on a partial second floor with an open mezzanine area overlooking the boxing room.

With the information gathered and goals established, one of the next steps is to develop a master plan for PAL in order to further develop the ideas and to see how the goals can be manifested physically within the Project.

While these are the overall design criteria, the City is requesting the Designer to also incorporate creativity and new trends within the concept.

1.5 DESIGN-BUILDER OBLIGATIONS

The Design-Builder shall be responsible for all Work, including but not limited to, survey, geotechnical investigation, design, acquisition of all permits not already acquired by the City and all information required to modify permits acquired by the City, demolition, environmental compliance, paving, grading, drainage, and construction on or before the Project completion date ("Contract Time") set under the contemplated Design-Build Contract. The Design-Builder will coordinate, among other things, all utility work, easements, public information meetings, and with other agencies and entities such as state and local governments. The Design-Builder shall also be responsible for procuring any and all necessary environmental approvals to develop the site.

The Design-Builder is responsible for coordinating with any and all agencies any engineering/architectural/construction information related to evaluations and reevaluations, including entities such as state and local governments. The Design-Builder will not be compensated for any additional costs or time associated with evaluations and reevaluation(s) resulting from the proposed design and construction.

The Design-Builder shall examine the Contract Documents and the site of the proposed Work carefully before submitting a Proposal for the Work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of Work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

1.6 CITY'S OBLIGATIONS

The City will provide information in its possession relating to the site, accompany and assist the Design-Builder where City presence is required of entities and of state and local agencies and also coordinate with the appropriate agencies during the preparation of the design and construction of the Facility to the extent required and necessary.

1.7 WAIVER OF IRREGULARITIES

The City may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

1.7.1 Any design submittals that are part of a Proposal shall be deemed preliminary only.

- 1.7.2 Preliminary design submittals may vary from the requirements of the project criteria. The City, at their discretion, may elect to consider those variations in awarding points to the Proposal rather than rejecting the entire Proposal.
- 1.7.3 In no event will any such elections by the City be deemed to be a waiving of the project criteria.
- 1.7.4 The Proposer who is selected for the Project will be required to fully comply with the project criteria for the Price Proposal, regardless that the Proposal may have been based on a variation from the project criteria.
- 1.7.5 Proposers shall identify separately all innovative aspects as such in the technical proposal. Innovation should be limited to Design-Builder's means and methods, approach to Project, use of new products, and new uses for established products.
- 1.7.6 Those changes to the Design Concept may be considered together with innovative construction techniques, as well as other areas, as the basis for grading the Proposals.

1.8 DESIGN-BUILD CONTRACT

The City will enter into a contract ("Design-Build Agreement" or "Contract") with the awarded Design-Builder for a Contract Price for the Work. The terms and conditions of this contract are fixed price and fixed time. The Design-Builder's submitted Price Proposal is to be a lump sum amount for completing the Scope of Work in this Solicitation. The Design-Builder will provide a Schedule of Values to the City for their approval. The total of the Schedule of Values will be this lump sum Contract Price for the Work.

1.9 MINIMUM QUALIFICATION

To be eligible to respond to this Solicitation, the Proposer must demonstrate sufficient capacity, resources and experience to provide Design-Build Services and must be licensed under Chapters 481, 471 and 489, Florida Statutes. Any Proposer that fails to meet all the following minimum criteria shall be noted as "non-responsive" and will not be evaluated / scored

- 1.9.1 At a minimum, the Proposer shall be licensed to do business in the State of Florida. Firms must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Proposal submission;
- 1.9.2 To be determined responsive, firms must be licensed, bonded and insured as required by the State of Florida;
- 1.9.3 Two or more Firms submitting as a Joint Venture must meet the Joint Venture requirements of Section 14-22.007, Florida Administrative Code. Parties to a Joint Venture must submit a Declaration of Joint Venture and

Power of Attorney Form No. 375-020-18. If the Proposer is a Joint Venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the Proposal. The Proposal shall clearly identify who will be responsible for the design, engineering, quality control, environmental and geotechnical and construction portions of the Project.

1.9.4 Firms must have completed at least one (1) Design-Build project similar in size and nature within the past five (5) years;

1.9.5 The Design–Builder’s Team must have worked together and completed at least one (1) project as a team;

1.10 DESIGN-BUILDER RESPONSIBILITY

1.10.1 The Design-Builder shall provide Project renderings to depict intent of design to be used by the City for explaining the Project.

1.10.2 The Design-Builder shall provide all the labor, materials, supplies, furnishings, services, shop drawings review, supervision, equipment, expertise and supervision to develop plans and specifications and construct the facility. The Design-Builder shall, at its expense obtain any required permits, environmental clearances, inspections, and testing as well as pay any fees required in the development of the Facility.

1.10.3 The Design-Builder shall be responsible for survey, geotechnical investigation, environmental investigation, design, acquisition of all permits not acquired by the City, any required modification of permits acquired by the City, maintenance of traffic, demolition, and construction on or before the date indicated in their Proposal.

1.10.4 The Design-Builder shall furnish signed and sealed Plans and Specifications for the Project notwithstanding any early Release for Construction Plans. The Plans and Specifications must be sealed by a Registered Architect and Professional Engineers, as appropriate for the various disciplines, licensed to practice in Florida per the requirements of Chapter 481 or Chapter 471, Florida Statutes.

1.10.5 The Design-Builder shall furnish plans and specifications that comply with among others, the latest edition of the Florida Building Code.

1.10.6 The Design-Builder shall be responsible for removing and disposing of all demolition material, contaminated soil, any and all contaminants on site, and contaminated groundwater at their expense.

1.10.7 The Design-Builder shall coordinate all utility relocation and hook-ups with the utility companies and/or municipality. This will include a water and sewer connection with connection fees being paid for by the City. The Design-Builder shall provide to the City the FP&L required easement

survey and legal description and any other required easements survey and legal description required of the City for the Project.

1.10.8 The Design-Builder shall provide an electronic copy of the final approved Design Documents in both CADD and PDF formats and the specifications in Word format to the City. The Design-Builder shall also provide an electronic copy and hard copy of the final as-built documents in both CADD and PDF formats and the specifications in Word Format to the City. The Design-Builder shall also provide photo documentation of construction progressions, including but limited to, monthly aerials of the entire site, specific site works (paving, grading, drainage, and landscaping), Building, and details of Mechanical, Electrical and Plumbing (MEP).

1.10.9 The Design-Builder shall demonstrate good Project management practices while working on this Project. These include communication with the City and others as necessary, management of time and resources, and documentation.

1.11 WARRANTY AND INSPECTION OF DEFECTS

The Design-Builder will warranty all items that were designed and constructed as new, or rehabilitated as part of this Project for a minimum period of two (2) years from the date of City's final acceptance of completion of the Project ("Final Completion"). This includes, but is not limited to, the design of and all landscaping, plumbing system and components, electrical systems and components, mechanical systems and components, and landscaping.

1.12 SITE INVESTIGATION

Proposers should carefully examine the site of the proposed Project before submission of a Proposal and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all Work required pursuant to the mandates and requirements of this Solicitation and the Design-Build Agreement. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work pursuant to this Solicitation as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Design-Builder to fulfill, in every detail, all of the requirements of the Contract Documents, as defined in the Design-Build Agreement, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time

1.12.1 The Design-Builder shall be required to visit the Project site and to acquaint themselves with existing conditions (environmental issues, flooding/existing drainage issues, adjacent facilities, existing county utilities (above and underground), measurements, etc.

1.12.2 No inspection, failure to inspect, or waiver of inspection on the part of the City shall relieve the Design-Builder of their duty to complete the Work as described herein, in full.

1.12.3 Design-Builder agrees that the price specified on Price Solicitation Form ("Contract Price") in Exhibit 1 herein is based on the Design-Builder's examination of the site and that no claim for additional compensation shall be made if the conditions encountered differ from those anticipated by such examination.

1.12.4 By execution of the Design-Build Contract, the Design-Builder specifically acknowledges and agrees that the Design-Builder is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Design-Builder and that any information is being provided merely to assist the Design-Builder in completing adequate site investigations. Notwithstanding any other provision in the Contract Documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

1.13 SPECIFICATIONS, PLAN AND DRAWINGS

1.13.1 The Work shall be performed in strict accordance with the approved specifications, plans, and drawings.

1.13.2 All drawings (including sketches and shop drawings) and specifications, including all copies thereof, furnished by the Design-Builder for the Work to be performed shall be reviewed and approved by City prior to commencement of Work and shall be delivered to City at the completion of the Project.

1.13.3 The City shall review and approve all plans, specifications and supplemental information prior to commencement of that portion of the Work and prior to issuance of any and all Release for Construction ("RFC") plans regardless whether the Design-Builder is assuming all risk with the RFC plans.

1.14 ARCHITECTURAL AND ENGINEERING SERVICES

1.14.1 The Design-Builder shall be responsible for developing the plans, specifications and drawings and obtaining approval from all permitting and regulatory agencies having jurisdiction on this Project prior to commencement of any Work. Additionally, the Design-Builder shall be responsible for:

- A) Shop drawing reviews and approval.
- B) Responding timely to Request for Information from Sub consultants, Subcontractors, state and local agencies.

- 1.14.2** All services required to complete the Project as specified in these Contract Documents shall be provided by the Design-Builder.
- 1.14.3** Review and/or approval by the City or its representative of such drawings or schedules shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings or schedules will not relieve the Design-Builder of the responsibility for any errors and/or omissions which may exist. Design-Builder shall be responsible for the dimensions and design of adequate connection, detail, and satisfactory performance of the Work. Design-Builder shall deliver to City all necessary building components for a complete facility as designed and approved.
- 1.14.4** All drawings, specifications, and other documents furnished to perform Project shall remain the property of City.
- 1.14.5** The Design-Builder shall submit to City the design notes and calculations to document the design conclusions reached during the development of all the construction plans. The design notes and calculations shall be recorded in eight and one-half inches by eleven inches (8.5 x 11") sheets, fully titled, numbered, dated, indexed and signed by the designer and checker.
- 1.14.6** After City accepts the final plans, the original set of plans plus one record set shall be furnished to City. The Design-Builder shall signify, by affixing an endorsement (seal/signature appropriate) on every sheet of the record set, that the record set, and that the Work shown on the endorsed sheets were produced by the Design-Builder or its Sub-Contractor serving as the Engineer/Architect of Record. The original set of plans shall have the title block placed on each sheet, where approval may be a facsimile signature for each sheet within the plans, with an original signature placed in the key map.

1.15 LEED CERTIFICATION

The intent is to create a design that promotes environmental quality, economic vitality and creates an environment that provides the highest level possible of operational efficiency. This should be accomplished through energy, water, and materials efficiency that provides a healthy, productive and comfortable park environment with long-term benefits.

The Design Criteria Professional (DCP) will incorporate the requirements for the Project to obtain at least Leadership in Energy & Environmental Design ("LEED") Silver Certification. The requirements are to be based on the Federal Leadership in High Performance and Sustainable Buildings Memorandum of Understanding's five Guiding Principles, which are:

- I. Employing integrated design;
- II. Optimizing energy performance;
- III. Protecting and conserving water;

- IV. Enhancing indoor environmental quality; and
- V. Reducing the environmental impact of materials”

The Design-Builder’s Team shall include one key person or Subconsultant who shall perform the responsibilities of the Commissioning Authority. The Design-Builder will be responsible to ensure that LEED Certification is ultimately met including all submittals and final commissioning.

This includes the following:

- 1.15.1** The Design-Builder will be responsible for maintaining LEED documentation, correspondence with the United States Green Building Council (“USGBC”), LEED Project files and any information needed to comply with LEED requirements.
- 1.15.2** The Design-Builder will be responsible for submitting the Project documents to the USGBC for all required reviews and approvals until LEED Silver Certification is obtained.
- 1.15.3** The Design-Builder shall be responsible for providing a commissioning agent during the planning and construction phases as per EAp1 (Fundamental Commissioning) and EAc3 (Enhanced Commissioning).
- 1.15.4** The Design-Builder will be responsible for measurement and verification as per LEED EAc5 (Measurement and Verification – Tenant Sub-metering).

1.16 CONSTRUCTION SCHEDULE

The Design-Builder shall submit a Project Construction Schedule (“Schedule”) which supports the established Design-Build Contract duration submitted as part of the Proposal. After notification of award and as a condition precedent to executing the Contract, prior to the commencement of any Work, the Design-Builder shall submit their preliminary construction Schedule to the City for approval which shall be consistent with the Schedule in its Proposal. The Schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the Project, including estimated starting and completion dates of various activities, design phase, procurement of materials, scheduling of equipment, and construction phase with a level of detail commensurate with the level of detail in the Proposal. The schedule is subject to approval by City and will have to be revised upon design development.

1.17 PRICE/COST OF SOLICITATION

The Respondent will prepare a cost tabulation (Price Solicitation Form – Appendixes C) that clearly identifies a Lump Sum Cost for the Project as a single line item.

The Lump Sum Cost will be broken down to allow the evaluators to understand assignment of cost for all Work necessary to complete the Project. The Cost

Breakdown will utilize the CSI format of specification division to assign cost. The Respondent will also provide as a separate item, the cost assigned for Architectural/Engineering Services for Final Design, Permitting and Construction Administration Services.

1.18 PERMITS

Respondent shall obtain all necessary permits from the City of North Miami, the State of Florida, Miami-Dade County Fire, Miami-Dade County Department of Regulatory and Economic Resources (RER), Miami-Dade County Water and Sewer and/or any other permits required for the Project consistent with the design and construction proposed by the Design-Builder. The successful Respondent shall be responsible for the full payment of all impact and permit fees to authorities having jurisdiction. The Design-Builder will be responsible for preparing designs and proposing construction methods that are permissible. All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity. Delays due to incomplete permit packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, will be the responsibility of the Design-Builder, and will not be considered sufficient reason for time extension. As the permittee, City is responsible for reviewing, approving, signing, and submitting the permit application package including all permit modifications, or subsequent permit applications. If, as a result of design changes proposed by the Design-Builder, additional environmental mitigation is required, it shall be the responsibility of the Design-Builder to pay for the mitigation.

1.19 TERM OF CONTRACT

A contract shall be executed after award by the City. Awarded Respondent(s) shall start the Project within ten (10) days after written Notice to Proceed and shall complete the Project within five hundred and forty (540) consecutive calendar days.

1.20 SOLICITATION TIMETABLE

The following Projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of this Solicitation process.

Event	Date	Time
Advertisement Date:	Tues August 19, 2013	
Mandatory Pre-Solicitation Conference:	Tues September 03, 2013	10:00am
Last Date for Receipt of Written Questions:	Tues September 17, 2013	12:00pm
Opening of Solicitation:	Tues October 01, 2013	3:00pm
Evaluation of Responses:	To Be Determined	
City Council Contract Approval Date:	To Be Determined	

1.21 PRE-SOLICITATION CONFERENCE - MANDATORY

A **MANDATORY** Pre-Solicitation Conference (“Conference”) meeting will be held on the date and time specified in the Solicitation Timetable section. The conference will be held at North Miami City Hall 776 N.E. 125th Street North Miami, FL 33161; 2nd floor in the City Council Chambers to discuss the special conditions and specifications included within this Solicitation. Proposers must attend this meeting to obtain information relative to this Solicitation. Attendees are required to sign-in and provide the requested information at the time of sign-in. Attendees are requested to bring the Solicitation document(s) to the conference, as additional copies will not be available.

1.22 SOLICITATION CLARIFICATION AND INQUIRIES

Any questions or clarifications concerning this Solicitation shall be submitted in writing by mail, facsimile or email to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161, Fax: (305) 891-1015. Direct any inquiries related to this Solicitation to Patrick Dulcio, Purchasing Agent and submit such questions in writing to pdulcio@northmiamifl.gov. Respondent(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Solicitation Timetable section. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

Addendum(s) will be made available on the City’s webpage and it is the Respondent’s sole responsibility to assure receipt of all addenda(s).

END OF SECTION 1.0

SECTION 2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to solicit qualifications and selection of a firm(s) to provide products and/or services requested throughout this Solicitation. This Solicitation shall serve to provide interested parties with general information as to the procedures for which a firm maybe selected.

The City further seeks a Firm that is a willing participant in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151 of City Ordinance 1244.

The awarded Respondent will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code. The awarded Respondent's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the awarded Respondent.

2.2 METHOD OF AWARD

City reserves the right to reject any and all Proposals received as a result of this Solicitation. Each Respondent will be ranked based on the Evaluation Committee results. Once all the Proposals have been ranked, the City and selected Design-Builder will enter into a Design Build Agreement.

2.3 INSURANCE

Respondents must submit with their Solicitation Response, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

2.3.1 COMMERCIAL GENERAL LIABILITY

With project dedicated limits of **\$1 Million** per occurrence and **\$1 Million** aggregate for bodily injury and property damage. This coverage shall also include personal and advertising injury, medical payments and products completed operations to be maintained for 3 years after completion of project.

2.3.2 PROFESSIONAL LIABILITY (Errors and Omissions)

\$1 million minimum limit covering damages arising from the negligence of contractor or its subcontractors i.e. architect/engineer in the performance of professional services relative to this project.

2.3.3 COMMERCIAL AUTOMOBILE LIABILITY

With minimum limit of **\$1 Million**, covering any auto including non-owned, hired or leased

2.3.4 WORKER'S COMPENSATION

As required by the State of Florida with Statutory limits, and Employer's Liability with a minimum limit of \$1,000,000 per accident for bodily injury or disease.

2.3.5 Builder's Risk

Written for the value of project with deductible acceptable to City's Risk Management Division – General contractor shall procure coverage on an "all-risk" basis to insure participants against a casualty loss to the construction project. Coverage should also apply to transit, off site storage, design errors, faulty workmanship and/or faulty materials, expediting expenses, debris removal and any maintenance coverage needs. Policy shall be in force from commencement of construction and continue in full force until a certificate of occupancy is issued.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

All insurance policies required by this contract be shall be maintained in full force and effect under the terms of this agreement. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication of Property and Casualty Insurers of A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to commencement of project. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to this project. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made for other projects undertaken by Contractor.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful Respondent(s) must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims,

demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The awarded Respondent(s) must submit, no later than ten (10) days after award and prior to commencement of any Work, a Certificate of Insurance naming the City of North Miami as additional insured.

2.4 BID/PERFORMANCE/PAYMENT BOND

All Bids over \$200,000 must be accompanied by a **bid bond in the amount of 5% of the total Bid submitted**, to be in the form of a Cashier's Check, made payable to the City of North Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935. The bond, if in the form of a Cashier's Check, of all unsuccessful Bidders will be returned after Bid award.

The Awarded Proposer will be required to furnish to the City of North Miami, a **Performance Bond and Payment Bond for 100%** of the total Bid submitted, to be in the form of a Cashier's Check, made payable to the City of North Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of North Miami. The City, to draw on same, would merely have to give written notice to the bank with a copy to the Awarded Bidder.

2.5 FAILURE TO PERFORM

If in the opinion of the City's representative, the Contractor refuses to begin Work, improperly perform said Work, or shall neglect or refuse to take out or rebuild such Work, as shall have been rejected or as being defective or unsuitable, then City's representative may notify the Contractor to repair and replace Work immediately or discontinue all Work under Contract.

If at any time the City's representative shall be of the opinion that the said Work is being unnecessarily delayed and will not be finished within the prescribed time then City's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and stop said

Work and cease to have any rights to the possession on the Project site and shall forfeit the Contract.

The City may thereupon look to the next lowest and responsive and responsible Respondent to complete the Work or re-advertise for Proposals and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract and charge the cost thereof to the original Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

2.6 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on Work assigned to the Contractor, except as fully disclosed and approved by the City. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

2.7 SOLICITATION CONDITIONS

2.3.1 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the services described in this Solicitation.

2.3.2 RULES, REGULATIONS, AND REQUIREMENTS

All Respondents shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or City government applicable to submitting a response to this Solicitation and to providing the services described herein.

2.3.3 CHANGE OF PROPOSAL

Any Respondent, who desires to change his/her Proposal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the Proposal opening. The Respondent's name and the Solicitation # shall appear on the envelope.

2.3.4 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn prior to the date and hour of the Proposal opening. Any Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer, for the period of ninety (90) days after the date of the Proposal opening, to provide the proposed services.

2.3.5 MODIFICATIONS OF PROPOSAL

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

2.3.6 TRUTH IN NEGOTIATION STATEMENT

The awarded Respondent must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

2.3.7 CONTRACT NEGOTIATIONS

At the time of Contract Negotiations, a percentage fee for overhead and profit will be established. This fee shall be for the life of the Project. The City, at its sole discretion, may elect not to award any contracts.

2.3.8 CONTRACT AWARD

Any contract resulting from this Solicitation will be in the form acceptable to the City and shall remain in effect until construction Work has received 100% acceptance by the City.

2.8 VENDOR REGISTRATION

The awarded Respondent shall be a registered vendor with the City for the duration of the Agreement. In becoming a registered vendor, the Respondents confirms its knowledge of and commitment to comply with the City's Procurement Ordinance, under Chapter 7, Article III, as amended, which sets forth the provisions of the procurement of supplies and services, including source selection and contract formation.

Respondents may view the city's procurement ordinance at www.northmiamifl.gov/purchasing

2.9 REVIEW OF PROPOSALS

The City will not allow any request for documents or reviews of submittals until thirty days after Proposals are received or after an award is announced. After said time, firms may request documents or make an appointment to review submittals and presentations.

2.10 REFERENCES AND SUB-CONTRACTORS

Each Proposal must be accompanied by a list of three (3) references (**See Form A-14**) of similar Work, which shall include the name of the company, a contact person and the telephone number. **NO PROPOSAL WILL BE CONSIDERED WITHOUT THIS LIST.** It is the responsibility of the Respondent to ascertain that the contact person will be responsive.

Respondents must complete a STATEMENT OF EXPERIENCE OF FIRMS and complete Form A-6 - Proposer's Disclosure of Subcontractors and Suppliers" and return with Proposal package.

2.11 COMPLETE PROJECT REQUIRED

These specifications describe the various items or classes of Work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the Contractor from furnishing, installing or performing such Work where required by any part of these specifications, or necessary to the satisfactory completion of the Project.

2.12 PROPOSAL SUBMITTAL/ADDENDUMS

All Proposals submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Proposals will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Agent.

2.13 NON-RESPONSIVE PROPOSALS

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, firm, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, firm, partnership, or corporation

is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

2.14 LATE SUBMISSIONS

The City will not accept Proposals received after opening time and encourages early submittal.

2.15 COMMUNITY BENEFITS PLAN

The Successful Firm will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code. The Firm will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Firm shall also be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Firms are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the successful Firm, as a precondition to the execution of any agreement. The Successful Firm's Community Benefits Plan shall be incorporated into and shall become a part of the Design-Build Contract entered into between the City and the selected Firm.

2.16 PURCHASING CARD PROGRAM

The City is currently under contract with Bank of America for providing and implementing a Purchasing Card Program. The selected Proposer can take advantage of this program and in consideration receive their payment within several days instead of the City's Policy of Net 45 days after receipt of Invoice. In consideration of this service, the City is requesting a percentage off the Proposal price. If no such percentage is given the City shall assume 0% discount applies.

Proposers are requested to state in the Proposal if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase/contract price shall be governed by the Net 45 payment terms.

2.17 PROPOSAL OPENING

This Solicitation will not be based solely on price. Therefore, the Cost Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposal will be read in the Council Chambers located on the 2nd floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

2.18 CONTRACTOR OBLIGATIONS

The Contractor warrants that any and all Work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, services or equipment necessitated by the inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

2.19 ATTORNEYS' FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

2.20 CONSTRUCTION SERVICES

The Contractor warrants and accepts that any and all repair Work required during the construction phase, irrespective of the cause, shall be deemed the responsibility of the Contractor at no additional cost to the City.

Finally, the Contractor accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into the Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into the Agreement with Contractor.

2.21 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT

It is understood and agreed by the Contractor that the North Miami Building Department and its inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the City. The Contractor agrees that it shall be the responsibility of the Contractor to ensure compliance with all applicable codes, regulations, law and ordinances. The Contractor warrants and accepts that any and all Work necessitated by inspections which is not prescribed in the Plans or Specifications, but necessitated to bring the

Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents shall be deemed the responsibility of the Contractor at no additional cost to the City.

END OF SECTION 2.0

SECTION 3.0 EVALUATION/SELECTION PROCESS

3.1 EVALUATION PROCESS

A committee appointed by the City Purchasing Department shall review the responses to this Solicitation for compliance with the requirements and provide an objective evaluation of all Respondents. The committee will be comprised of appropriate City personnel from multiple departments and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced with regard to both ethnicity and gender. Criteria weights may be changed by the committee prior to evaluation. The committee's initial evaluation of Respondents shall be on the basis of the specific Project needs and the professional services offered by the Respondent as stated in the Qualifying Information submitted, in accordance with those criteria listed below.

3.2 SELECTION CRITERIA

Criteria will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is **100 points per committee member**. Scoring is based on a point total per evaluator and not a percentage. The highest ranking Respondent will be determined by using a combination of Respondent's total scores for criteria listed. Selection will not be based solely on lowest price. The City will put each Proposal through a process of evaluation to determine the Respondent's responsiveness to City's needs. Criteria to be considered include:

Criteria	Maximum Points
Methodology & Approach (Project Management Plan)	20
Methodology, Approach & Outreach (effort to contract with Local Vendors & Residents)	10
Designer's Qualifications and Experience	15
Contractor's Qualifications and Experience	15
Price Proposal	15
Conceptual Design	25
Evolution Score:	100

3.2.1 **METHODOLOGY & APPROACH PROJECT MANAGEMENT PLAN (MAXIMUM POINTS 20)**

Proposed Methodology, Approach and Implementation Plan should demonstrate the Respondent's response to meet the services required by the City, as listed throughout this Solicitation by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the Work that will be subcontracted; and demonstrating how the proposed

methodology meets or exceeds the specifications. Relevant considerations include the quality and feasibility of your approach to meeting these needs, attach a Project plan if appropriate.

Identify how you will meet all other aspects of the Scope of Work and related requirements. List any items you cannot provide. Provide information on any other pertinent services, if any, you can offer that will reduce costs or enhance the revenue cycle for the City.

3.2.2 METHODOLOGY, APPROACH AND OUTREACH EFFORT TO CONTRACT WITH LOCAL VENDORS AND RESIDENTS (MAXIMUM POINTS 10)

The City is seeking firms that are willing participants in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151 of City Ordinance 1244.

3.2.3 DESIGNER QUALIFICATION & EXPERIENCE (MAXIMUM POINTS 15)

Provide a statement of qualifications for your organization, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this Solicitation. Provide copies of all licenses requested in the "Minimum Qualification" section of this Solicitation.

As evidence of your firm's establishment submit copy of the State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report (obtain from sunbiz.org).

If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this Solicitation. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual. Provide a resumes for all proposed personnel on the Respondent's team that will be assigned to the Contract to meet the requirements of the Solicitation documents. The resume shall concentrate on the person's experience and qualifications as it relates to the requirements for the Project. Information on resumes shall contain comprehensive data that is easily verifiable.

Provide a listing of the Firm's con/similar completed project (e.g., provide costs, photos, etc...)

3.2.4 CONTRACTOR QUALIFICATION & EXPERIENCE (MAXIMUM POINTS 15)

Provide a statement of qualifications for your organization, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this Solicitation. Provide copies of all licenses requested in the "Minimum Qualification" section of this Solicitation.

As evidence of your firm's establishment submit copy of the State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report (obtain from sunbiz.org).

If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this Solicitation. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual. Provide a resumes for all proposed personnel on the Respondent's team that will be assigned to the Contract to meet the requirements of the Solicitation documents. The resume shall concentrate on the person's experience and qualifications as it relates to the requirements for the Project. Information on resumes shall contain comprehensive data that is easily verifiable.

Provide a listing of the Firm's con/similar completed project (e.g., provide costs, photos, etc...)

3.2.5 PRICE Proposal (MAXIMUM POINTS 15)

A total Price Proposal (proposed "Contract Price") shall be submitted on the **PRICE PROPOSAL FORM** in "Appendixes C" - Price Schedule breakdown shall consist of a lump sum, fixed fee amount. The Price Proposal shall be based upon and include any and all costs or expenses to be incurred by the Design Builder in implementing, fulfilling and completing all aspects of the Design-Build Project. The information must include but not is limited to, the design, plans approval, permitting, construction and activation of the Project in accordance with the requirements set forth in the City's Request for Proposals and the requirement of any and all agencies or organizations having jurisdiction for Project review, permit approval or the design, construction, occupancy, activation, use or operation of the Project, or use of the property on which the Project is located.

The Price Proposal, in addition to all direct costs and expenses, shall include all other indirect costs and expenses including but not limited to, such costs as the Design-Builder's general, administrative and overhead costs, Project management and supervisory costs, all fees, changes and taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

3.2.6 CONCEPTUAL DESIGN (MAXIMUM POINTS 25)

The Respondent will produce a Conceptual Design Plan that visually illustrates the proposed design of the training facility and provides a narrative description of the concept plan. The design concept shall meet all identified requirements and include future requirements or considerations as appropriate such as site and building footprint, size and massing of the location, probable vehicular and pedestrian flow, accessibility, expandability, functional layouts, etc. Design flexibility to accommodate future expansion and anticipated future facility and service expansion.

3.3 ORAL PRESENTATIONS

Respondents may be invited to provide an Oral Presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected firms. Notice of assigned presentation times will

be communicated in advance to the Respondent but may be given short notice of appearance. The purpose of the presentation will be to clarify the Response and ensure a mutual understanding of the Scope of Work. The oral presentation may clarify but may not modify the prior written submission. Verbal exchanges between the presenter(s) and evaluation committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges are not in any way be construed as a "negotiation" of terms by either party.

3.4 AWARD

Award will be made to the Respondent whose responses are determined to be in the best interest to the City. Each Respondent will be ranked based on the Evaluation Committee results. Once all the Proposals are ranked, the City and selected Respondent will enter into a Design Build Agreement.

Any contract resulting from this Solicitation will be in the form acceptable to the City.

END OF SECTION 3.0

SECTION 4.0 PROPOSAL FORMAT

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

4.1 GENERAL INSTRUCTIONS

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section. Neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. Also when submitting your one (1) complete scanned electronic copy on CD or DVD in adobe or Word format be sure to promptly label with the your company's name, Solicitation number and title.

Please be concise in all responses. If any category is NOT APPLICABLE, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

4.2 COPIES

Please submit an original Proposal, be sure to clearly mark "Original" as such. Five (5) complete copies of the original Proposal are requested. Each copy of the Proposal is distributed to the Evaluation Committee if your Proposal copies are incomplete your Proposal may be deemed Non-Responsive. One (1) compact disk (CD) or DVD (must be clearly labeled with Company Name, Solicitation No. & Title) or USB Flash Drive are also requested with this Solicitation.

4.3 SUBMISSION

Proposals are to be submitted in a sealed envelope bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation no later than the time and date specified in the Project Timetable section of this Solicitation. At which time the Proposals will be opened and read in the Council Chambers by a member of the Purchasing Department.

PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED

Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161 (Please clearly mark Proposal).

4.4 COVER PAGE AND PROPOSAL SUBMITTAL CHECKLIST APPENDICES

The Cover Page and Checklist shall be submitted as part of the Proposal. Cover Page must be completely and neatly filled-in. A checklist is provided merely for the convenience of the respondent and may not be relied upon in lieu of the instructions or requirements provided in this Solicitation.

4.5 TABBING OF SECTIONS

Separated by a physical tab/divider each require and/or non-require document to insure all necessary documents are not overlooked. You can label each tab as 1, 2, 3, etc. If a tab section does not apply to you, you may put "Not Applicable" on the tab divider page or on a sheet of paper.

4.6 MINIMUM SUBMISSIONS

At minimum each Respondent shall submit the following listed below. Separated by a physical tab/divider each require and/or non-require document to insure all necessary documents are not overlooked. Respondents may label each tab as 1, 2, 3, etc. Also, if a tab section does not apply to you, you may put "Not Applicable" on the tab divider page or on a sheet of paper.

4.7 SECTION ONE (1) NARRATIVE DESCRIPTION

The Respondent shall provide a Narrative Description, outline in section Evaluation/Selection Process and as described in further detail in the section herein entitled **Selection Criteria**. Responses should correspond to each particular section and subsection of the Solicitation and should be labeled accordingly. Do not assume that information given in one section will be considered in response to another section. Headline each section using the designation provided.

4.7.1 BUSINESS STRUCTURE

- Provide a brief introduction narrative letter highlighting the qualifications of the firm including component firm(s), legal nature of the organization and number of years in existence and location;
- Corporations, Joint Ventures or Partnerships – Submit a copy of the State of Florida Department of State records indicating when the corporation was organized, corporation number. If the Firm is a joint venture, an executed copy of the joint venture agreement must be submitted with the Proposal. Percentages of participation of fees must be clearly stated for each joint venture partner;
- Include copies of all active professional licenses and certification held by the Firm under Florida Law to provide the required services;
- Include proof of the required insurance;
- Include proof of performance and payment bond.

- Provide a statement certifying that the Firm is financially stable and have the necessary resources, human and financial to provide the Design-Build services required.

4.7.2 FIRMS QUALIFICATION & EXPERIENCE

- Provide experience in providing Design-Build services as a team as requested in this Solicitation;
- Include at least one (1) professional Team (Design-Builder) reference from current or past clients (within five years). Client cannot be the City of North Miami (***Use Form A-14 - Reference Form as a reference for information that is required***). *The Design-Build Team must have worked together and completed at least one (1) project as a team.*
- Include at least two (2) professional references from any team/firm member from current or past clients (within five years) Client cannot be the City of North Miami. (***Use Form A-14 - Reference Form as a reference for information that is required***).
- Firms should submit any information they deem appropriate for evaluation of past performance with projects similar in nature to the one under consideration by the City (not to exceed three (3) pages).
- Provide a listing of the Firm's con/similar completed project (e.g., provide costs, photos, etc...)

4.7.3 TEAM EXPERIENCE

- The Design-Builder must identify all design and construction disciplines and specialty consultants the Design-Builder intends to employ in the design of this Project and experience working together on other Design Build projects.
 - List each firm, sub-consultant, their area of responsibility and the corresponding principal in charge. For each firm, the Design-Builder must give recent (completed within 5 years) design and construction experience examples of similar projects including projects that involve design, permitting and/or construction. (***5 single sided pages maximum***)
- Provide resumes of the proposed Design-Builder's Lead Project Manager overseeing design and construction. Include their related work experience and qualification and copies of active licenses and certifications as required. Include the length of tenure with the Firm. Also indicate the percentage of time these individuals will be devoted to the City's contract. ***All proposed Project Managers must be committed for the duration of the Project and must have the City's approval prior to replacement.***
- Provide resumes of the proposed Design Team's Project Manager. Include their related work experience and qualification and copies of

active licenses and certifications as required. Include the length of tenure with the Firm. Also indicate the percentage of time these individuals will be devoted to the City's contract. ***All proposed Project Managers must be committed for the duration of the Project and must have the City's approval prior to replacement.***

- Provide resumes of the proposed Construction Team's Project Manager. Include their related work experience and qualification to include experience with environmentally challenged land and copies of active licenses and certifications as required. Include the length of tenure with the Firm. Also indicate the percentage of time these individuals will be devoted to the City's contract. ***All proposed Project Managers must be committed for the duration of the Project and must have the City's approval prior to replacement.***
- Provide resumes of the proposed staff that will provide services to the City. Include their related work experience and qualifications and copies of all required and relevant certifications. Include the length of tenure with the Firm. Also indicate the percentage of time these individuals will be devoted to the City's contract (***2 –single sided pages maximum for each individual***)
- Provide a listing of the Firm's con/similar completed project (e.g., provide costs, photos, etc...)

Firms must be properly registered to practice their profession in the State of Florida at the time of responding to this Solicitation.

4.7.4 Methodology & Approach to the Project

- Approach & Understanding: Provide a statement of the firms understanding of the Project and methodology and approach to managing the Project. Include a plan and time frame for completing the specified Work;
- Innovativeness: Provide a conceptual design for the proposed Project. Include design, construction, planning, coordination, scheduling, maintainability and any other areas that utilize new or time saving techniques to accomplish the Work in a timely manner without sacrificing quality. Include the maintainability of the park.

4.7.5 METHODOLOGY, APPROACH AND OUTREACH EFFORT TO CONTRACT WITH LOCAL VENDORS AND RESIDENTS (MAXIMUM POINTS 10)

The City is seeking Firms that are willing participants in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151 of the City Code.

- Provide a plan for outreach and subcontracting with local vendors and hiring local residents as a part of this project
- Indicate a commitment to this effort in terms of a percentage of the total price proposal.

4.7.6 PRICE PROPOSAL

A total Price Proposal (proposed "Contract Price") shall be submitted on the "**PRICE PROPOSAL FORM** in "**Appendixes C**" - Price Schedule breakdown shall consist of a lump sum, fixed fee amount. The Price Proposal shall be based upon and include any and all costs or expenses to be incurred by the Design-Builder in implementing, fulfilling and completing all aspects of the Design-Build Project. The information must include but not is limited to, the design, plans approval, permitting, construction and activation of the Project in accordance with the requirements set forth in the City's Request for Proposals and the requirement of any and all agencies or organizations having jurisdiction for Project review, permit approval or the design, construction, occupancy, activation, use or operation of the Project, or use of the property on which the Project is located.

The Price Proposal, in addition to all direct costs and expenses, shall include all other indirect costs and expenses including but not limited to, such costs as the Design-Builder's general, administrative and overhead costs, Project management and supervisory costs, all fees, changes and taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

4.8 SECTION TWO (2) CONTRACT FORMS

All contract forms must be completed (with all blanks filled in), executed and properly notarized.

The following forms must be submitted in the following order:

Vendor Registration (if not registered)

- Form A-1 Public Entity Crimes Affidavit
- Form A-2 Non- Collusive Proposal Certificate
- Form A-4 Questionnaire
- Form A-5 Acknowledgement of Addenda (if applicable)
- Form A-6 Disclosure of Subcontractors & Suppliers
- Form A-7 Insurance Requirements
(Provide copies of the required Insurance)
- Form A-9 Payment Bond *(Required when awarded)*
- Form A-10 Performance Bond
- Form A-14 References

All of our forms can now be found on our website at: <http://www.northmiamifl.gov/business/purchasing/forms.asp>. **These forms are fill –in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.**

In regards to "Form A-5 Acknowledgement of addenda", it is the sole responsibility of the Respondent to check the City's website at (http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx#bta) for all applicable addends.

END OF SECTION 4.0

SECTION 5.0
FORMS



**ATTACHEMENTS,
Forms
& Appendix**



Appendix A

COVER PAGE & CONTACT PERSON INFORMATION

**RFP 34-12-13
DESIGN-BUILD SERVICES FOR
POLICE ATHLETIC LEAGUE (PAL) TRAINING FACILITY**

Include this sheet as the very first page of your Proposal. Please complete the entire form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

Legal Name of
Proposer(s): _____
Federal Employee
Identification (FEIN)
Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Persons Name: _____

Title: _____

Email Address: _____

Telephone Number: _____

Fax Number: _____



Appendix B

PROPOSAL SUBMITTAL CHECKLIST

RFP 34-12-13 DESIGN-BUILD SERVICES FOR POLICE ATHLETIC LEAGUE (PAL) TRAINING FACILITY

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Company Name: _____

Tab/Page No.	Section One (1)	OFFICE USE ONLY
	Cover Page and Contact Person Information Sheet	
	Business Structure	
	Firms Qualification & Experience	
	Team Experience	
	Methodology & Approach	
	Price Proposal	
Tab/Page No.	Section Two (2)	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Proposal Certificate	
	A-4 Questionnaire	
	A-5 Acknowledgement of Addenda	
	A-6 Disclosure of Subcontractors & Suppliers	
	A-7 Insurance Requirements	
	A-9 Bid Bond	
	A-10 Performance Bond	
	A-14 References	

FOR PURCHASING OFFICE USE ONLY

☐ Responsive ☐ Non-Responsive ☐ Other: _____

Comment: _____



Appendix C

PRICE PROPOSAL FORM

RFP 34-12-13

Design-Build Services for Police Athletic League Training Facility

The prices listed below shall include the total cost to complete the services including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of services and/or products requested by the City of North Miami.

ARCHITECTURE/ENGINEERING

- | | | |
|------------------------|----|----------|
| 1.) Design Development | \$ | _____ |
| 2.) Permitting | \$ | _____ |
| TOTAL COSTS: | | \$ _____ |

CONSTRUCTION

- | | | |
|-----------------------------------------------------------------------------------------------|----|----------|
| 1.) Site (Environmental Compliance, Embankment, Grading, Drainage, Landscaping, Parking etc.) | \$ | _____ |
| 2.) Construction Administration | \$ | _____ |
| 3.) Building | \$ | _____ |
| TOTAL COSTS: | | \$ _____ |

*****Be sure to attach CSI format breakdown***

TOTAL Price- Design & Construction Costs (proposed "Contract Price")

\$ _____
(FIGURES)

(IN WORDS)

1. The price listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of the design-build services and product requested by the City of North Miami.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Proposals; or, if I am selected as the Top-Ranked Offeror, for such further period as is necessary for obtaining sale contract signature and approval.
3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

Name: (Please Print)

Title:

Offeror Signature

Date:

Section 6.0

General Guidelines and Information

6.1 DEFINITIONS [placed in Alphabetical Order]

- a) "City." The City of North Miami.
- b) The words "Contractor" or "Design-Builder" to mean one single administrative entity responsible for design and construction under Contract (the Design-Build Contract).
- c) "Contract" or "Agreement", or "Design-Build Agreement", a binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the City and the other party.
- d) The word "Department" to mean a department of The City of North Miami.
- e) The word "Project" means the total sum of all Work to be performed under the Agreement for the design and construction of the City of North Miami Police Athletic League Training Facility, to be located at Northeast 8th Avenue and Northeast 135th Street.
- f) The word "Proposal" means the documents timely remitted by Proposer, , Design-Builder or Respondent, in response to this solicitation.
- g) "Proposer", or "Firm" or "Design-Builder" or "Respondent." All design-build firms, contractors, consultants, organizations, firms or other entities submitting a response to this RFP.
- h) The words "Scope of Services" or "Scope of Work" to mean Sections 1.0 and 2.0 of this solicitation, which details the work to be performed by the Design-Builder.
- i) The word "Solicitation" to mean this Request for Proposal (RFP) document, and all associated addenda and attachments.
- j) The words "Subcontractor" or "Sub-consultant" to mean any person, firm, entity or organization, other than the employees of the Design-Builder, who contracts with the Design-Builder to

furnish labor, or labor and material, in connection with the services to the City, whether directly or indirectly, on behalf of the Contractor.

- k) The word "Work" means the design, construction and services required by the contract documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design Builder.

6.2 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

6.3 INVITATION

This invitation is extended to firms and organizations that can provide the requirement(s) specified herein. The requirements presented in this solicitation represent the City's anticipated needs.

6.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit, (Form "A-1")* attached to this solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the solicitation requirements.

6.5 PUBLIC ENTITY CRIME/ DISCRIMINATORY VENDOR LIST

Any Respondent, or any of its suppliers, Subcontractor, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted vendor or included on the discriminatory vendor list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Respondent further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any work or materials furnished.

6.6 LOBBYING

All Respondents, their agents and proposed sub consultants or Subcontractor, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other Project sponsoring agencies shall be lobbied either individually or collectively regarding this solicitation. Respondents, their agents and proposed sub-consultants or Subcontractor are hereby placed on notice that they are prohibited from contacting any of these individuals for any

purpose relating to the solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub consultants or Subcontractor who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this solicitation) shall be the only point of contact for questions and/or clarifications concerning the solicitation, the selection process and the negotiation and award procedures.

6.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend contractors from doing business with the city whenever a contractor materially breaches its contract with the City. Any Proposal submitted by a Respondent, its proposed Subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any contract issued as a result of this solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

6.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

Respondents shall contact the contract specialist, identified on the cover page of this solicitation, for all inquiries relating to this solicitation. All Respondents' technical inquiries shall be confirmed in writing either through the

mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

6.9 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this solicitation.

6.10 ADDENDA

If any solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the solicitation deadline by either calling or checking the City's web site (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.**

6.11 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the city.

6.12 PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158 City Code, shall post with the city, at the time of filing the formal written protest with the city, a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

6.13 CONTRACT

The selected Respondent understands that this solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a contract which the city determines to be fair, competitive and reasonable.

6.14 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this solicitation. All information in the response shall be provided at no cost to the City.

6.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

6.16 RESPONSE SUBMISSION AND OPENING

All response shall be submitted in a sealed envelope by the deadline indicated on the cover page of this solicitation. The response shall identify the solicitation number and title specified on the cover page of this solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the solicitation opening.

6.17 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

6.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent contract negotiation.

6.19 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

6.20 REJECTION OF RESPONSES

Pursuant to Section 7-136 of the City Ordinance the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the City; (2) if such Proposal is deemed non-responsive; (3) if the Respondent is deemed non-responsive; or (4) if the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the solicitation that does not affect the price of the contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

6.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS

The selection committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this solicitation. Following the submission and evaluation of the written Proposals, the City may request the highest ranked Respondents to provide oral

presentation explaining and/or demonstrating each Proposal. All oral presentation will be scheduled and publicly noticed by the City. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

6.22 REVIEW OF PROPOSAL FOR RESPONSIVE

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

6.23 CITY COUNCIL REVIEW

The Purchasing Director will report the result of this RFP to the City Council for final approval in accordance with the City's Procurement Ordinance to enter into contract Negotiation. The City Council reserves the right to reject all Proposals.

6.24 CONTRACT AWARD

The City anticipates the award of one contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the contract period. Failure to execute the contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

6.25 CONE OF SILENCE

This RFP is issued pursuant to the City of North Miami Code Section 7-193, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFP and IFB after the advertisement of said RFP, RFP or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the city clerk, with the copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFP or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFP, RFP, or bid documents. A copy of all written communications must be filed with the City Clerk.

6.26 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier Subcontractors or sub consultants who will perform any part of the contract work and all suppliers who will supply materials for the contract work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or suppliers from those listed in

the Proposal except upon written approval of the City (**See “Form A-6”**).

6.27 BUSINESS ENTITY REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (*revised 7/09*) from our website at www.northmiamifl.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

6.28 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

6.29 PROPRIETARY/ CONFIDENTIAL INFORMATION

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliances with Chapter 119, Florida Statutes, popularly known as the “Public Records Law.”

6.30 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL VENDORS

The evaluation of competitive solicitations is subject to section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or Proposal submission date stated in the solicitation. A local business shall be defined as:

- a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or Proposal submission, that is appropriate for the goods, services or construction to be purchased; or
- b) A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the city prior to the city’s issuance of the solicitation for supplies or services; or
- c) The local preference may be applied to firms that subcontract at least ten percent (10%) of the contractual amount of a City Project to a subcontractor who is physically located within the City of North Miami (**Must complete Form A-3a & A-3b**)

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten

(10) percent of the total price, shall be given to the local business. **(See Form A-3)**

6.31 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered.

6.32 COMMUNITY BENEFITS PLAN

The Successful Proposer will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the Code.

The Successful Proposer will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Successful Proposer shall be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Respondents are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the successful Proposer, as a precondition to the execution of any agreement. The Successful Proposer's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Proposer.

END OF SECTION 6